



# NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

RECORDATION NO. 11417-11417

Filed 11417

DEC 30 1980-3 40 PM

INTERSTATE COMMERCE COMMISSION  
December 22, 1980

NO-365A082  
DEC 30 1980

Date.....  
Fee \$20.00

ICC Washington, D. C.

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RE: Filing of Supplementary Rider No. 2 ("Rider") dated  
as of January 14, 1980 to Car Leasing Agreement 9113  
("Lease") between North American Car Corporation ("NAC")  
and Vulcan Materials Company ("Lessee")

Dear Madam:

Enclosed for recording under 49 U.S.C. Section 11303 are an  
executed counterpart and four certified true copies of the  
Rider, which has been assigned to General Electric Credit and  
Leasing Corporation ("Assignee"), pursuant to a Bailment  
Agreement and Assignment of Leases ("Bailment Agreement")  
dated as of December 18, 1978 and amended on November 15, 1979  
and recorded with the Interstate Commerce Commission on January  
23, 1980, under Recordation No. 11417. Please record this Rider  
under that Recordation number.

The equipment is covered in the Rider and the names and addresses  
of the parties are as follows. The address of the Lessor, North  
American Car Corporation, is 222 South Riverside Plaza, Chicago,  
Illinois 60606 and the address of the above named Lessee is  
Box 7497, 1 Metroplex Drive, Birmingham, Alabama 35253. Please  
cross index this filing against the name of that Lessee.

The Rider supplements the Lease by subjecting the equipment  
described in the Rider to the terms of the Lease, thereby  
leasing the same to the Lessee. The Bailment Agreement provides  
that NAC shall hold, lease, maintain and perform certain  
administrative and other services with respect to the equipment  
covered by the Lease and that NAC assigns to Assignee all its  
interest in, but not its obligations under, the Lease (including  
amounts received or credited for mileage compensation relating  
to that leased equipment). The equipment covered by the Lease  
has been or is to be sold to Assignee.

RECEIVED  
DEC 30 1980  
FILES  
SEARCH

**TIGER LEASING GROUP**

Secretary  
Interstate Commerce Commission

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Also enclosed is a check payable to the Interstate Commerce Commission in the amount of \$20 for the required recording fee. Pursuant to the Commission's rules and regulations for the recording of certain documents under 49 U.S.C. Section 11303, you are hereby requested to duly file one certified true copy for record in your office, cross-indexing the same so stated above, and to return the executed counterpart and the remaining three certified true copies, the Secretary's Certificate of Recording, and related fee receipt, to the messenger making this delivery.

If you have any questions, please contact the undersigned.

Very truly yours,



Edward H. Soderstrom, II  
Assistant Secretary

enclosure

RECORDATION NO. 11417-MMMMMMM  
FEB 1 1985

C E R T I F I C A T E

DEC 30 1980-3 40 PM

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 2 to Car Leasing Agreement 9113 between North American Car Corporation and Vulcan Materials Company dated January 14, 1980 to the original of such Rider and that this copy is a true and correct copy in all respects.

Isa Hewitt

(SEAL)

My Commission Expires

My Commission Expires March 26, 1983

KEEP

ICC FILE COPY

11417-MMMMMMM

RIDER NO. 2  
Forming Part of  
NORTH AMERICAN CAR CORPORATION  
CAR LEASING AGREEMENT 9113

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Two (2)	2785 cubic foot capacity covered hopper cars, pressure differential for shipment of Pentachlorophenol (NAHX 94113 & 94114)	\$567.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee.

For each mile in excess of 20,000 x days in service that each car  
365  
covered by this Rider travels in a calendar year, there will be an additional charge of \$0.025.

Notwithstanding the provisions of paragraph 19 of the aforesaid Car Leasing Agreement, it is understood and agreed that Lessee shall release the cars subject to this Rider and each Rider hereafter or heretofore entered into under such Agreement, at a point or points designated by North American.

North American and Lessee agree that the rental rate as shown above shall be increased \$1.55 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 281.6 as was reported for September, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.

In the event that during the term hereof, the U. S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that North American add to, modify, or in any manner adjust, the cars subject to this lease in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$1.30 per car for each \$100 expended by North American on such car, effective as of the date the car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications"). No rental credits will be allowed on cars entering the shop for any Modification for the first thirty days. In the event North American in its sole discretion determines prior to making any Modification that the cost thereof is not economical to expend in view of the estimated remaining useful life of such car, and North American elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for such Modification, the rental with respect to such car shall terminate upon the date specified in writing by North American, provided that such date must be prior to the date the Modification is so required to be made.

"This Lease is a COUNTERPART ORIGINAL. No assignment of it shall be in effect in, this Lease may be created or altered except by the transfer of possession of the copy marked 'ORIGINAL'."



CAR LEASING AGREEMENT 9113  
RIDER NO. 2

State of Illinois )  
 ) SS:  
County of Cook )

On this 21<sup>st</sup> day of January, 1980, before me personally appeared R. C. Williams, to me personally known, who, being by me duly sworn, says that he is a Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Gen. Catalano  
Notary Public

Notary Public

My Commission expires 8-14-83

(Notarial Seal)

State of Alabama )  
County of Lefferson ) SS:

On this 25th day of March, 1980, before me personally appeared M. E. CLARK, to me personally known, who, being by me duly sworn, says that he is ~~EXECUTIVE VICE PRESIDENT~~ CHEMICAL DIVISION of DULCOW MATERIALS COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Linda S Atkins  
History Public

Notary Public

My Commission expires 2-15-83

(Notarial Seal)